



Website Terms and Conditions

This document sets out the terms and conditions ('Terms') on which Allaero limited ('We'; 'Us') supplies any of the products ('Product'; 'Products') listed on www.allaero.com ('Website') to you. Please read these terms and conditions carefully before placing your order for any of the products. You acknowledge that by clicking on the button marked 'I accept', you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you will not be able to place an order for any of the products via the website.

You are advised to print and retain a copy of these Terms and Conditions for your future reference.

1. INFORMATION ABOUT ALLAERO LIMITED AND THE WEBSITE

- 1.1. The Website is owned and managed, operated and maintained by Allaero Limited.
- 1.2. We shall be entitled at our own discretion to suspend the Website for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades and shall not be liable to you for any such suspension or unavailability of the Website.
- 1.3. We reserve the right to make any changes to the Website including any functionalities and content therein or to discontinue any aspect of the Products, or features of the Website without notice.
- 1.4. Allaero Limited may be contacted at Hawker House, Link 10, Napier Way, Crawley, West Sussex, RH10 9RA, or by email at info@all.aero.

2. WEBSITE REGISTRATION

- 2.1. By applying to register for the Website, you warrant that:
 - 2.1.1. you have full capacity and authority to bind any business on whose behalf you use our Website to purchase Products and to enter into these Terms on that businesses behalf;
 - 2.1.2. you are legally capable of entering into any binding contracts; and
 - 2.1.3. you are not in any way prohibited by the applicable law in the jurisdiction which you are currently located to enter into these Terms and Conditions for the purchase of the Products.
- 2.2. In order to access the Website, you will need to complete the online registration form and set up a profile.
- 2.3. You hereby warrant that the information provided by you to Us is true, accurate and correct. You further warrant that you shall promptly notify Us in the event of any changes to such information.
- 2.4. By registering with Us, you consent to Us conducting verification and security procedures in respect of the information provided by you during the registration process or at any time during the course of Your use of the Website.
- 2.5. Upon the completion and submission of the online registration form on the Website, you shall be sent a verification email (**'Verification Email'**) to the email address you provided on the registration form. This Verification Email will contain details of how to activate your profile. Your profile will not be accessible until you have activated it in accordance with the instructions in the Verification Email.
- 2.6. Notwithstanding any of the foregoing, We reserve the right to accept or reject your application to register for the Website without reason and refuse you access to the Website.



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3. PLACING AN ORDER

- 3.1. In order to purchase any of the Products from the Website, you shall be required to complete the online form (**'Order Form'**) made available to you on the Website
- 3.2. Any samples, drawings, descriptive matter, or advertising produced by Us and any descriptions or illustrations contained in our catalogues, brochures or Website are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.
- 3.3. Upon completion of the Order Form you will be directed to our payments screen in order to make payment for the Products. Such payment will result in you having placed an order (**'Order'**) for the Products.
- 3.4. By placing an Order, you consent to Allaero Limited conducting verification and security procedures in respect of the information provided in the Order Form.
- 3.5. You hereby warrant that the information provided to Us when placing an Order is true, accurate and correct. You further warrant that you shall promptly notify Us in the event of any changes to such information using the contact details set out on the Website.

4. FORMATION OF CONTRACT

- 4.1. After placing an Order, you will receive an email from Us acknowledging that We have received your Order (**'Order Confirmation Email'**). Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to Us to buy a Product. All Orders are subject to acceptance by Us, and We will confirm such acceptance to you by sending you an email that confirms that the Product has been dispatched (**'Dispatch Confirmation'**). The contract between Us will only be formed when We send you the Dispatch Confirmation (**'Contract'**).
- 4.2. The Contract will relate only to those Products whose dispatch We have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products that may have been part of your Order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

5. PRICE, PAYMENTS AND CHARGES

- 5.1. The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error (**'Price'**).
- 5.2. If the Price of the Products you have ordered is less than £15.00 (\$30.00) an administrative charge of £15.00 (\$25.00) will be payable in addition to the Price.
- 5.3. Unless otherwise expressly set out to the contrary, the Price quoted on the Website shall be exclusive of applicable value added taxes. Any additional charges due, including without limitation any applicable taxes, will be payable in addition to the Price.
- 5.4. Due to the nature of the business, you acknowledge and agree that the Price may be subject to change and variation from time to time subject always that any changes in the Price shall not be applicable to you once you have submitted your Order with Us.
- 5.5. Allaero Limited shall use its reasonable endeavours to ensure that the Price for the Products on the Website is accurate and correct at all times. However, you acknowledge and accept that such Products may at times be incorrectly priced. Where there is a discrepancy between the actual Price and the advertised Price, We shall inform you of the actual Price of the Product. Thereafter, you shall have the option of proceeding with your Order in consideration for the actual Price or cancelling your Order with Us.



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- 5.6. You may pay for your Order using the method of payment as specified on the Website. We reserve the right not to process your Order if We have not received payment of the Price and any other additional charges, including without limitation any applicable taxes. All charges associated with a wire transaction should be prepaid by you. In the event that such wire transaction charges are not prepaid, £25.00 (\$40.00) will be charged to you for each transaction in addition to the Price.
- 5.7. In the event that delivery of the Product is to an address outside the United Kingdom, Allaero Limited shall not be responsible for any additional taxes and charges due including but not limited to importation taxes, sales taxes and any other taxes and charges that may be levied at the delivery destination.
- 5.8. For your information, We may use third party payment handlers to process your payment and you agree that you have given Us permission to do so by complying with the terms herein.

6. CREDIT FACILITY

- 6.1. Allaero Limited may provide a credit facility to you at our sole discretion.
- 6.2. In the event that we provide a credit facility to you, you agree to pay all invoices issued by Us within 28 days of the date specified upon the relevant invoice. You shall comply with this clause 6.2 at all times unless otherwise agreed in advance in writing with Us.
- 6.3. In the event that you do not make payment in accordance with clause 6.2, We reserve the right to withdraw the credit facility and charge interest on outstanding invoices at a rate of 8% above the Bank of England base rate.

7. DELIVERIES

- 7.1. In the event that We deliver the Products to you, We will outline the delivery details in the Dispatch Confirmation. Any time of delivery specified in the Dispatch Confirmation is given as accurately as possible, but is not the subject of any condition, warranty or representation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 19 for our responsibilities when this happens.
- 7.2. Delivery of an Order shall be completed either when we deliver the Products to the address you gave us or a carrier organised by you collects them from us and the Products will be your responsibility from that time. Allaero Limited shall not be liable for any damage, loss or destruction of the Products after delivery has been completed.
- 7.3. You must notify us of any shortages in the delivery within 5 (five) working days of receipt of the Products.
- 7.4. In the event that the Products require delivery in packing crates, you will be charged for the cost of the crates in addition to the Price. You will be credited the cost of the crates if you return them to Us at your own expense within 30 days of accepting delivery of the Products.

8. QUALITY

- 8.1. We warrant that from delivery, the Products will conform in all material respects to any specification and/or be free from material defects in design, material and workmanship for the periods referred to hereunder (**Warranty Period**):

8.1.1. in respect of new, overhauled or reconditioned Products:

8.1.1.1. with a tag date of less than 36 months, a period of 12 Months;



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8.1.1.2. with a tag date of more than 36 months a period of 6 Months; or

and for the avoidance of doubt, we do not provide any warranties or guarantees in respect of any new, overhauled or reconditioned Products with a tag date of more than 60 months, which are provided without warranty and expressly subject to clause 14.4;

8.1.2. in respect of repaired Products;

8.1.2.1. with a tag date of less than 36 months the warranty period will be 6 Months;

8.1.2.2. with a tag date of more than 36 months the warranty period will be 3 Months; or

and for the avoidance of doubt, we do not provide any warranties or guarantees in respect of any repaired Products with a tag date of more than 60 months, which are provided without warranty and expressly subject to clause 14.4;

8.1.3. in respect of tested or calibrated Products;

8.1.3.1. with a tag date of less than 36 months the warranty period will be 3 Months; or

and for the avoidance of doubt, we do not provide any warranties or guarantees in respect of any tested or calibrated Products with a tag date of more than 36 months, which are provided without warranty and expressly subject to clause 14.4.

8.2. Subject to clause 8.6 if You give notice in writing to Us by completing the relevant returns form on the Website (**'Returned Goods Form'**) during the Warranty Period within 15 days of discovery and notifying us that some or all of the Products do not comply with the warranty set out in clause 8.1;

8.2.1. We shall be given a reasonable opportunity of examining such Products; and

8.2.2. You shall (if asked to do so by Us) return such Products to our place of business,

whereupon We shall, at our option, repair or replace the defective Products, or provide credit in respect of the amount paid for the Products, the amount of which will be proportionate to the length of Warranty Period remaining.

8.3. You acknowledge and agree that your sole right or remedy and our exclusive and only liability in respect of any defect in design, material or workmanship in relation to the Product is limited to, at Allaero's option, the repair or replacement of the Product, or the provision of credit in respect of the amount paid for the Product, the amount of which will be proportionate to the length of Warranty Period remaining.

8.4. We shall, at our option, bear the reasonable delivery costs incurred by you in returning the defective or damaged Product to Us up to a maximum of £30.00 (\$50.00).

8.5. Any replacement Product supplied to you in accordance with this clause 8, will carry a full warranty period from the date of delivery for the applicable period set out in clause 8.1.2.

8.6. We shall not be liable for the Products' failure to comply with the warranty set out in clause 8.1 in any of the following events:

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- 8.6.1. You make any further use of such Products after giving notice in accordance with clause 8.2;
- 8.6.2. the defect arises because you fail to follow our oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Products or (if there are none) good trade practice regarding the same;
- 8.6.3. the defect arises as a result of Us following any drawing, design or specification supplied by you;
- 8.6.4. You alter or repair such Products without Our written consent;
- 8.6.5. the defect arises as a result of fair wear and tear, wilful damage, accident, negligence by you or by any third party, or abnormal storage or working conditions; or
- 8.6.6. the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 8.6.7. the Product is damaged as the result of another component in the aircraft being faulty;
- 8.6.8. the identification mark, name or serial number has been removed from the Product; or
- 8.6.9. any defect arising which is out of Allaero Limited's reasonable control.
- 8.7. Warranty claims will be adjudicated by Allaero Limited using investigation reports from the part manufacturer or repairer, where necessary. Any decision made by Allaero Limited in respect of any warranty claim is final.
- 8.8. Except as provided in this clause 8, Allaero Limited shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 8.1.
- 8.9. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.10. These Conditions shall apply to any repaired or replacement Products supplied by Us.
- 9. TITLE AND RISK**
- 9.1. The risk in the Products shall pass to you on completion of delivery.
- 9.2. Title to the Products shall not pass to you until the earlier of:
 - 9.2.1. We receive payment in full (in cash or cleared funds) for the Products and any other Products that We have supplied to you in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and
 - 9.2.2. You resell the Products, in which case title to the products shall pass to You at the time specified in clause 9.4.
- 9.3. Until title to the Products has passed to you, you shall:
 - 9.3.1. store the Products separately from all other goods held by you so that they remain readily identifiable as the Allaero Limited's property;



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- 9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 9.3.3. maintain the Products in satisfactory condition and keep them insured against all risks for their full price paid to Allaero Limited from the date of delivery;
 - 9.3.4. notify Us immediately if you become subject to any of the events listed in clause 13.2; and
 - 9.3.5. give Us such information relating to the Products as We may require from time to time.
- 9.4. Subject to clause 9.5, you may resell or use the Products in the ordinary course of business (but not otherwise) before We receive payment for the Products. However, if you resell the Products before that time:
- 9.4.1. You do so as principal and not as our agent; and
 - 9.4.2. Title to the Products shall pass from Us to you immediately before the time at which resale by you occurs.
- 9.5. If before title to the Products passes to you and you become subject to any of the events listed in clause 13.2, then, without limiting any other right or remedy We may have:
- 9.5.1. Your right to resell the Products or use them in the ordinary course of your business ceases immediately; and
 - 9.5.2. We may at any time:
 - 9.5.2.1. require you to deliver up all Products in your possession which have not been resold, or irrevocably incorporated into another product; and
 - 9.5.2.2. if you fail to do so promptly, enter any premises belonging to you or of any third party where the Products are stored in order to recover them.

10. CANCELLATION AND RETURNS

- 10.1. If you wish to cancel an Order before it is dispatched, you must contact Us in writing within 24 (twenty-four) hours of placing the Order. We will advise you in respect of your cancellation of the Order.
- 10.2. Allaero Limited will approve a cancellation at its sole discretion and reserves the right to seek reimbursement of any expenses incurred in respect of the Order and charge a cancellation fee of 15% of the Price and any applicable charges.
- 10.3. If you wish to return a Product, you must complete and send to us a Returned Goods Form within 30 (thirty) days of placing the Order. We will advise you in respect of your return of the Product including without limitation regarding the return delivery or collection of the Product.
- 10.4. Allaero Limited may at its sole discretion offer credit to you for the Price of the Product if you wish to return it, subject always that the Product is returned in the condition that it was provided to you. Allaero Limited reserves the right to charge a restocking fee for Products that are returned for credit.



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10.5. In the event that the Product is not returned in the condition that it was provided to you, We will offer credit for a proportion of the Price of the Product which will be determined at our sole discretion and may include additional charges.

10.6. You shall bear all costs associated with the return and/or collection of the Product.

11. ORDERS FOR DELIVERY OUTSIDE THE UNITED KINGDOM

11.1. If you opt to access the Website and make purchases of the Products from a location outside the United Kingdom and for delivery outside the United Kingdom, you shall be responsible for complying with all applicable local laws.

11.2. You acknowledge and agree that due to the various systems of delivery services outside the United Kingdom, Allaero Limited will only in some cases be able to confirm that your Order has been delivered to the designated country of the address set out in the Order Confirmation Email. We shall have no control whatsoever in respect of your local delivery services and therefore We do not represent or warrant that your Order shall be delivered within a particular timescale, in the form in which it was originally packaged and delivered by Us or at all.

11.3. We do not represent or warrant that the Website or the Products made available for purchase on the Website are appropriate or lawful in locations outside the United Kingdom, or that the Products and/or the delivery thereof comply with any legal or regulatory requirements of any applicable local law of the location in which you are currently situated.

11.4. If you order Products for delivery outside the United Kingdom, you may be subject to import duties and taxes which are levied upon the delivery of such Products to the specified address. You shall be solely responsible for payment of any such import duties and taxes. We have no control whatsoever in respect of such additional import duties, taxes and charges and We cannot advise you what these may be. Consequently, We recommend that you contact your local customs office for further information prior to placing any Order with Allaero Limited.

11.5. For all deliveries to locations outside the United Kingdom, you shall be deemed the importer of the Products and it shall be your sole responsibility to comply with all applicable local laws and regulations of the country to which the Products are delivered. We shall in no way be liable to you or any third parties for any breach by you of any such laws arising from or in connection with the purchase of the Products and/or Allaero Limited's delivery of the Products to you.

12. ADDITIONAL OBLIGATIONS

12.1. You agree that you are solely responsible and liable for all activities you carry out on the Website.

12.2. You further agree that at all times, you shall not infringe any rights of any third parties.

TERMINATION AND SUSPENSION

12.3. If you become subject to any of the events listed in clause 13.2, We may terminate the Contract with immediate effect by giving written notice to you.

12.4. For the purposes of clause 13.1, the relevant events are:



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- 12.4.1. you suspend, or threaten to suspend, payment of your debts, or you are unable to pay your debts as they fall due or you admit inability to pay your debts, or (being a company or limited liability partnership) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being a partnership) you have a partner who is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
 - 12.4.2. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors other than where these events take place for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you;
 - 12.4.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you, other than for the sole purpose of a scheme for a solvent amalgamation as set out in clause 13.2.2;
 - 12.4.4. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;
 - 12.4.5. the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
 - 12.4.6. a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
 - 12.4.7. a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 (fourteen) days;
 - 12.4.8. any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to clause 13.2.6 (inclusive);
 - 12.4.9. you suspends, threatens to suspends, ceases or threatens to cease to carry on all or a substantial part of your business; and
 - 12.4.10. your financial position deteriorates to such an extent that in our opinion your capability of adequately fulfilling your obligations under the Contract has been placed in jeopardy.
- 12.5. Without limiting our other rights or remedies, We may suspend provision of the Products under the Contract or any other contract between you and Us if you becomes subject to any of the events listed in clause 13.2.1 to clause 13.2.10, or We reasonably believes that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.
- 12.6. On termination of the Contract for any reason you shall immediately pay to Us all of our outstanding unpaid invoices and interest.
- 12.7. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.



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12.8. Clauses which expressly, or by implication survive termination of the Contract, shall continue in full force and effect.

13. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

13.1. Nothing in these Terms and Conditions excludes or limits our liability for:

13.1.1. death or personal injury caused by our negligence;

13.1.2. fraud or fraudulent misrepresentation;

13.1.3. any breach of the obligations imposed by section 12 of the Sale of Goods Act 1979;

13.1.4. defective products under the Consumer Protection Act 1987; or

13.1.5. any other matter for which it would be illegal for Us to exclude or attempt to exclude our liability.

13.2. Subject to Clause 14.1, We will not be liable for losses that result from our failure to comply with these Terms and conditions that fall into the following categories:

13.2.1. consequential, indirect or special losses;

13.2.2. loss of income or revenue;

13.2.3. loss of business;

13.2.4. loss of profits;

13.2.5. loss of anticipated savings;

13.2.6. loss of data; or

13.2.7. waste of management or office time.

13.3. Subject to clause 14.1, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Products.

13.4. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

14. RELIANCE ON INFORMATION POSTED

14.1. Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.



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15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Allaero Limited and its licensors own all patents, trademarks (whether registrable or non-registrable), copyright, designs, rights in database, rights in software (including without limitation the source code and object code) and all other proprietary rights (whether registered or not) (**'Intellectual Property Rights'**) relating to the Website and the Products.
- 15.2. You are expressly prohibited from:
 - 15.2.1. reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Website; and
 - 15.2.2. removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by Us or our licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Allaero Limited or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to Us.

16. PRIVACY AND DATA PROTECTION

- 16.1. We comply with the Data Protection Act 1998 and all other successor legislation and regulations in the performance of its obligations under these Terms and Conditions. The terms of the Privacy Policy form part of these Terms and Conditions and you agree to be bound by them. A copy of our Privacy Policy is available on request.

17. COMPLAINTS

- 17.1. If you have reason to believe that any of the Terms herein have been breached or you have a complaint to make, please e-mail Us at: info@all.aero or write to Us at Allaero Limited, Hawker House, Link 10, Napier Way, Crawley, West Sussex, RH10 9RA. All notification and communication to Allaero Limited should be sent to the contact details provided herein.

18. EVENTS OUTSIDE OUR CONTROL

- 18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (**'Force Majeure Event'**).
- 18.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 18.2.1. strikes, lock-outs or other industrial action
 - 18.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 18.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 18.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 18.2.5. impossibility of the use of public or private telecommunications networks; and
 - 18.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

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- 18.3. Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

19. GENERAL

- 19.1. If We fail at any time to insist upon strict performance of its obligations under these Terms and Conditions, or if it fails to exercise any of the rights or remedies to which it is entitled under these Terms and Conditions, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.
- 19.2. A waiver by Us of any default shall not constitute a waiver of any subsequent default.
- 19.3. No waiver by Us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 19.4. For the avoidance of doubt, references to 'writing' shall be deemed to include email.
- 19.5. If any of these Terms and Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 19.6. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between you and Us in respect of your use of the Website and your use of the Product, and shall supersede any prior agreement, understanding or arrangement between you and Us, whether oral or in writing.
- 19.7. You acknowledge that in entering into these Terms and Conditions, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the internet or in negotiation between you and Us except as expressly set out in these Terms and Conditions.
- 19.8. These Terms and Conditions are governed by and construed in accordance with English law. The Courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of these Terms and Conditions.